

**LOCAL MEMORANDUM OF UNDERSTANDING**  
between the  
**United States Postal Service - GILBERT, ARIZONA**  
and the



**American Postal Workers Union, AFL-CIO**  
**Phoenix Metro Area Local 93**

**May 21, 2015 – September 20, 2018**

This Local Memorandum of Understanding constitutes agreement between the Phoenix Metro Area Local of the American Postal Workers Union and the management of the United States Postal Service, Gilbert Arizona.

The matters set forth herein are entered into pursuant to the Local Implementation Provisions of the 2010-2015 National Agreement and constitute an agreement on matters relating to local implementation. This agreement is entered into pursuant to the terms of Article 30 of the National Agreement on DATE between the representative of the USPS and the designated agent of the American Postal Workers Union, AFL-CIO.

It is understood between the undersigned parties that this Local Memorandum of Understanding shall neither conflict with the National Agreement, nor deprive an employee of any rights or benefits provided for under the National Agreement. Should understandings set forth in this Memorandum be found in conflict with any provision of the National Agreement, such understandings will be considered negated and the provision of the National Agreement shall prevail. The terms of this Local Memorandum of Understanding are subject to the grievance procedures as contained in the National Agreement.

Both parties recognize the Bid Process is migrating to HRSSC and will allow Item 22 to be renegotiated if needed.

Christopher Bisdneck - Postmaster, Gilbert  
Post Office

Joe Cuccinotto - President, Phoenix Metro  
Area Local

#### **ITEM 1**

##### **ADDITIONAL OR LONGER WASH-UP PERIODS.**

All employees will be provided necessary wash up time before lunch and at the end of the tour.

#### **ITEM 2**

##### **THE ESTABLISHMENT OF A REGULAR WORK WEEK OF FIVE DAYS WITH EITHER FIXED OR ROTATING DAYS OFF.**

All full regular employees in the following APWU crafts shall have a fixed five-day or flexible work week.

1. Maintenance
2. Clerk

As far as being practicable the five days shall be consecutive days within the service week for full-time regulars. Non-Traditional Full-Time employees shall have a fixed work week.

#### **ITEM 3**

##### **GUIDELINES FOR THE CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS TO CONFORM TO ORDERS OF LOCAL AUTHORITIES OR AS LOCAL CONDITIONS WARRANT BECAUSE OF EMERGENCY CONDITIONS.**

The decision for curtailment or termination of Postal Operations to conform to the orders of local authorities, or as local conditions warrant because of emergency conditions, shall be made by the installation head. When the decision has been reached to curtail postal operations, to the extent possible, management will notify and seek the cooperation of local radio and television stations to inform employees. The Postal Service will comply with the current Management Instructions on Emergency Responses.

In the event of abnormally hot or cold conditions in a facility, Management shall take all reasonable actions to minimize adverse impact on employees.

#### **ITEM 4**

##### **FORMULATION OF LOCAL LEAVE PROGRAM.**

1. A leave chart for prime time vacation choices will be posted by November 1<sup>st</sup> each year. Employees shall have until the end of tour on November 15<sup>th</sup> to complete their selections and return PS Forms 3971 to their supervisor. Any employee who fails to make a choice within this period shall be placed at the bottom of the section's list and shall not be permitted to make a selection until all other employees who have submitted their choice vacation requests have been approved.
2. Employees will be granted two choice vacation selections if requesting in units of 5 or 10 consecutive days with the total not to exceed the limits found in the Collective Bargaining

- Agreement Article 10. Management will complete the first choice by seniority prior to moving to the employees 2nd choice. The 2nd choice will then be acted on by seniority.
3. If duplicate requests for the same period are received beyond the percentages allowed, the senior employee shall be given the leave period. The junior employee must resubmit within two calendar days after notification of disapproval for an open period of choice vacation.
  4. After completing the initial round of approving choice vacation, Management will conduct a second round for employees who desire more than one vacation. Within each round
  5. The supervisor has until the first full pay period in January to complete and post the choice vacation schedule.
  6. Employees who wish to cancel pre-approved annual leave must notify management ten (10) days in advance of such cancellations of such leave starting. Should the employee fail to do this, approval of such cancellation of leave will be at Management's discretion, unless cancellation is due to an emergency or some other justifiable reason. Should an employee cancel leave, management shall allow another employee to take leave during the same time period, should such request be made four (4) days prior to the leave beginning. The approval of the leave will be first come, first serve, by seniority, to the employee who submits for the majority of the leave that was cancelled.
  7. All advance commitments of approved leave shall be honored unless it is an emergency. Employees reassigned or bidding from one section, tour, or facility shall have their leave honored. Any employee reassigned into Gilbert from another installation will have their approved leave honored.
  8. Employees becoming ill while on annual leave may have leave charged to sick leave upon request. If one of an employee's choice selection periods is changed to sick leave, the employee may select another period of available leave.
  9. Management shall notify those employees who have over the 440 maximum hour carryover that they may lose their leave if not used by the end of the leave year. This must be done prior to November each year.

#### **ITEM 5**

##### **THE DURATION OF CHOICE VACATION PERIOD.**

The choice vacation period shall be from the first full pay period in January up to the first full pay period in January the following year.

#### **ITEM 6**

##### **THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE'S VACATION PERIOD.**

Annual leave will be posted and granted in accordance with the basic workweek. For purpose of annual leave, the first day of the workweek will be Monday.

#### **ITEM 7**

##### **WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD, IN UNITS OF EITHER 5 OR 10 DAYS.**

Employees may request two selections during the choice vacation period in units of five (5) or ten (10) days. Non-Traditional Full-Time employees will submit in increments based on their duty assignment of 30-48 hours. Postal support Employees will submit in increments of 5 to 10 days. The total leave approved cannot exceed the number of days authorized in Article 10 Section 3, D. 1, 2, or 3 as appropriate.

#### **ITEM 8**

### **WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD.**

Attendance at National or State conventions will not constitute a prime time annual leave choice for any employee. One slot will be blocked out for any single week for this purpose. When it is determined that military and jury duty falls within an employee's vacation, that employee will be given his/her option of another vacation but military will block out slots during that period.

#### **ITEM 9**

### **DETERMINATION OF THE MAXIMUM NUMBER OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD.**

The number of employees who will be allowed annual leave during the year will be at 13% of each section's complement, excluding December which will be at 10%. When applying the percentage requirement, any fraction of 0.50 or more will be rounded to the next higher number. Any fraction less than 0.50 will be rounded to the next lower number with a minimum of one (1) allowed off per section.

For the purpose of vacation planning sections for are defined as:

- a. Elliot Retail
- b. Val Vista
- c. Fiesta Annex
- d. Maintenance

When an APWU craft employee is reassigned due to a voluntary bid, his/her original approved Choice Vacation period will be granted. The vacated week shall be posted in the losing facility and awarded by seniority. However, if the gaining facility's board is full, the losing facility does not repost the vacated week.

#### **ITEM 10**

### **THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE.**



Following the selection of their choice vacation period(s), each craft employee will submit a PS Form 3971, in duplicate, completing all applicable items. Management will sign and return a copy to each clerk within two (2) working days. Permanent posting of the leave chart will continue to provide both labor and management with a ready reference for available leave.

#### ITEM 11

##### **DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE BEGINNING OF THE NEW LEAVE YEAR.**

A notice shall be posted by the time clocks no later than November 15th notifying the employees of the beginning of the new leave year and the number of employees off per section. The new leave year begins with the first full pay period in January.

#### ITEM 12

##### **THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD.**

The percentages for this category will be the same as Item 9. For leave other than the choice vacation selection, requests will be submitted in person to the supervisor on Form PS 3971. The employee will request leave with a duplicate copy and management will date, sign, and return a copy of the leave request to the employee. Management must either physically return approved/disapproved leave request to the employee or place it on his/her timecard within two (2) working days, and before the end of tour of the second working day. If the clerk is off duty on the second or third working day, he/she must contact the Post Office to verify the action taken on the leave request. In the event each day in a given week is not full, leave shall be available for the remaining days in that week.

Employees who wish to cancel pre-approved annual leave must notify management ten (10) days in advance of such cancellation of such leave starting. Should the employee fail to do this, approval of such cancellation of leave will be at Management's discretion, unless cancellation is due to an emergency or some other justifiable reason. Should an employee cancel leave, Management shall allow another employee to take leave during the same period, should such request be made four (4) days prior to the leave beginning.

1. All advanced commitments of approved leave shall be honored unless in an emergency.
2. Management shall honor the annual leave of any employee reassigned into their installation.

##### **SUBMISSION FOR SHORT TERM ANNUAL LEAVE ALL CRAFTS**

1. Leave requests must be made no later than Wednesday of the preceding week (Tuesday during a Holiday week). If the leave board has an opening, the leave shall be approved.
2. If leave is submitted after the above cited deadline, Management will approve or deny the leave based on operational need.

### ITEM 13

#### THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY.

To minimize non-volunteers required to work, management shall assign work by the following:

- a. Assign Postal Support Employees to the maximum extent possible.
- b. Volunteers to work for those employees entitled to holiday or designated holiday pay.
- c. Volunteers whose scheduled day off would call for overtime pay where the OTDL clerks would have preference and be worked before non-OTDL.
- d. If additional employees are needed, non-volunteer employees will be assigned to work their designated holiday by inverse seniority.
- e. In the event that the needs of the service would require further personnel, non-volunteers may be required to work non-scheduled day by inverse seniority.
- f. On the Veteran's Day Holiday schedule, Veteran's will be not be mandated for their Holiday, designated Holiday or scheduled day off unless all other employees have been mandated first. Once this is accomplished, Veteran's may be mandated by inverse seniority.

### ITEM 14

#### WHETHER "OVERTIME DESIRED" LISTS IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR.

For the purpose of overtime assignments, sections are defined as:

- a. Elliot Retail
- b. Val Vista
- c. Fiesta Annex
- d. Maintenance

Overtime desired lists for bargaining unit employees will be administered by craft as follows:

Clerk - by position designation, salary level, tour, skill and location.

Maintenance - by occupational group, salary level, tour, and location.

Where there are multiple locations within an installation, separate overtime desired lists will be maintained at each facility.

Management will post dual overtime list(s) for each section. Employees who sign the Overtime Desired List(s) have the option to sign to work their SDO's only or same day (BT/ET) only or both.

Overtime will be assigned by seniority on a rotating basis within section.

It will be management's responsibility to record these opportunities as they occur.

When an Overtime Desired List employee is declared the successful bidder for a job in a new section during a quarter, the employee will have the opportunity to sign the Overtime Desired List in the new section within 7 days of movement to the new assignment.

Employees on the Overtime Desired List(s) can withdraw their names from the list(s), in writing at any time during the quarter. The withdrawal will be effective the day after it is submitted, and the employee is responsible for working that overtime they have already been scheduled for within the next seven (7) days. The employee must stay off the Overtime Desired List for the rest of the quarter.

When management determines that overtime is needed, management will provide the affected employee(s) one-hour notice of overtime. Exceptions to this will be emergencies and the end of day incidental time needed to finish a task.

#### **ITEM 15**

**THE NUMBER OF LIGHT DUTY ASSIGNMENTS WITHIN EACH CRAFT OR OCCUPATIONAL GROUP TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENT.**

#### **ITEM 16**

**THE METHOD TO BE USED IN RESERVING LIGHT DUTY ASSIGNMENTS SO THAT NO REGULARLY ASSIGNED MEMBER OF THE REGULAR WORK FORCE WILL BE ADVERSELY AFFECTED.**

Management and the union shall consult on the way and means of establishing light duty assignments in the Gilbert Post Office, in accordance with Article 13.

#### **ITEM 17**

**THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY WITHIN EACH CRAFT REPRESENTED IN THE OFFICE.**

The following shall serve as a guide for the Postmaster when assigning employees to light duty:

1. All light duty applications must be submitted in writing in accordance with Article 13. The Postmaster will consider such applications.
2. Employees who are approved for light duty will be assigned to operations where work exists within their limitations. First consideration will be given to modifying the employees regular work assignment.

#### **ITEM 18**

**THE IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION, WHEN IT IS PROPOSED TO REASSIGN WITHIN AN INSTALLATION, EMPLOYEES EXCESS TO THE NEEDS OF A SECTION.**

For the purpose of reassignment, the identification of assignments comprising a section, when it is proposed to reassign excess employees to the needs of a section, a section will be identified by facility, craft, by Tour.

#### **ITEM 19**

##### **THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.**

Clerk parking at the Gilbert Main Office and all facilities will be on a first come, first served basis except in those spaces specifically designated.

#### **ITEM 20**

##### **THE DETERMINATION AS TO WHETHER ANNUAL LEAVE TO ATTEND UNION ACTIVITIES REQUESTED PRIOR TO DETERMINATION OF THE CHOICE VACATION SCHEDULE IS TO BE PART OF THE TOTAL CHOICE VACATION PLAN.**

If the requested leave falls within the choice vacation period and if the request is submitted prior to determination of the choice vacation period schedule, it will be granted prior to making commitments for vacation during the choice period and will be considered part of the total choice vacation plan for the facility.

#### **ITEM 21**

##### **THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE CRAFT PROVISIONS OF THIS AGREEMENT.**

Local Labor/Management meetings will be held on a quarterly basis. Additional meetings will be held in order to discuss timely issues. The meeting shall be held between the Postmaster and/or designees and the APWU President and/or designees. The agenda items will be submitted to the other party at least one week in advance of the scheduled meeting. If problems develop, either party may request a special meeting.

##### **SENIORITY LISTS**

The Postal Service will provide the Union President with an accurate updated seniority list for all APWU crafts on a quarterly basis.

##### **BULLETIN BOARDS**

Management will provide the APWU a locked glass enclosed bulletin board at all Gilbert Offices with a copy of the keys to be provided to the Chief Steward.

#### **ITEM 22**



## **LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS, AND POSTING.**

### **CLERK CRAFT**

- A. All newly established Clerk Craft duty assignments shall be posted to Clerk Craft employees eligible to bid within 28 days.
- B. Vacant Clerk full time duty assignments not proposed for reversion shall be posted to full time employees eligible to bid within 28 days.
- C. The notice shall remain posted for ten calendar days.
- D. The successful bidder shall be placed in the new assignment within 28 days after the bidding is complete.
- E. Any regular position will be reposted if a change is made of more than one hour from the original posted start time.
- F. The Local APWU President or designee will be notified by management when determination is to be made concerning a sufficient change of duties, principle assignment area, or scheme knowledge requirement to cause the duty assignment to be reposted. Should the APWU President determine that the job should be reposted, the job will be reposted.
- G. Residual Vacancies
  - 1. Residual vacancies will be filled in accordance with the Collective Bargaining Agreement Memorandum of Understanding Re: Residual Vacancies.
- H. Back up Bidding Procedures

The following applies to back up bidders receiving jobs after the close of bids and before the award announcement. Employees who are awarded a backup bid and will be awarded a bid position on the current cycle will be given the option of accepting the previous job or the current position. In addition, the employee will only be charged for one (1) bid regardless of which job is selected. Failure to respond to the option of keeping the back up award will result in the employee being awarded the latest bid.
- J. Unencumbered clerks must be assigned to residual duty assignments within 21 days.

### **MAINTENANCE CRAFT**

- A. Follow the provisions in Article 38.4 of the National Agreement.

### **COMMUNICATIONS**

Copies of the invitations, notice of job awards, disqualification or reassignments, related to bid jobs and job descriptions, new general orders, local administrative bulletins, and/or any other

notifications concerning APWU Craft employees will be furnished to the Local APWU President and/or the Chief Steward.